



Larry W. Lee (State Bar No. 228175)  
lwlee@diversitylaw.com  
Nicholas Rosenthal (State Bar No. 268297)  
nrosenthal@diversitylaw.com  
**DIVERSITY LAW GROUP, P.C.**  
550 South Hope Street, Suite 2655  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class  
(Additional Counsel on Next Page)

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

SER LAO, as an individual and on behalf  
of all others similarly situated,

Plaintiffs,  
vs.

H & M HENNES & MAURITZ, L.P., a  
New York limited partnership; and DOES  
1 through 50, inclusive,

Defendants.

Case No. 5:16-cv-333 EJD

**STIPULATION REGARDING *TRAN* CLASS  
ACTION SETTLEMENT**

1 WILLIAM L. MARDER, ESQ. (CBN 170131)

2 **Polaris Law Group LLP**

3 501 San Benito Street, Suite 200

4 Hollister, CA 95023

5 Tel: (831) 531-4214

6 Fax: (831) 634-0333

7 Email: [bill@polarislawgroup.com](mailto:bill@polarislawgroup.com)

8 Dennis S. Hyun (State Bar No. 224240)

9 dhyun@hyunlegal.com

10 **HYUN LEGAL, APC**

11 550 South Hope Street, Suite 2655

12 Los Angeles, CA 90071

13 (213) 488-6555

14 (213) 488-6554 facsimile

15 Attorneys for Plaintiff and the Class

16 MANATT, PHELPS & PHILLIPS, LLP

17 ROBERT H. PLATT (Bar No. CA 108533)

18 rplatt@manatt.com

19 ANDREW L. SATENBERG (Bar No. CA 174840)

20 asatenberg@manatt.com

21 EVE L. TORRES (Bar No. CA 303651)

22 etorres@manatt.com

23 11355 West Olympic Boulevard

24 Los Angeles, CA 90064-1614

25 Telephone: (310) 312-4000

26 Facsimile: (310) 312-4224

27 Attorneys for Defendant

28 H&M HENNES & MAURITZ, L.P.

1 Plaintiff Ser Lao (“Plaintiff”) and Defendant H & M Hennes & Mauritz, L.P.  
2 (“Defendant”) (Plaintiff and Defendant collectively referred to as the “Parties”), by and through  
3 their counsel of record, hereby stipulate as follows with reference to the following facts:

4 1. WHEREAS, on or about December 23, 2011, Plaintiff Suzanne Tran (“Tran”)  
5 filed the class action lawsuit entitled, *Tran v. H & M Hennes & Mauritz, L.P.*, Case No.  
6 111CV215599 (the “*Tran Case*”);

7 2. WHEREAS, on or about December 11, 2015, Plaintiff filed his class action  
8 lawsuit against Defendant in the Santa Clara County Superior Court, Case No. 15CV288944 (the  
9 “*Lao Case*”);

10 3. WHEREAS, on or about January 21, 2016, Defendant removed the above-  
11 captioned case to the United States District Court, resulting in assignment of this action before  
12 this Court;

13 4. WHEREAS, Tran and Defendant entered into a class action settlement for the  
14 claims asserted in the *Tran Case* and, on or about February 2, 2016, Tran filed a Motion for  
15 Preliminary Approval of Class Action Settlement; and

16 5. WHEREAS, pursuant to meet and confer discussions of the Parties, they agree  
17 that the *Tran* class action settlement does not apply to Plaintiff and putative class members’  
18 claims for (1) unpaid wages/overtime under California Labor Code Sections 510, 558, 1194,  
19 1197, and 1197.1 that resulted from alleged security checks; (2) premium pay for missed meal  
20 and rest periods under California Labor Code Sections 226.7 and 512, that resulted from alleged  
21 security checks; and (3) unpaid overtime under California Labor Code Sections 510, 558, 1194,  
22 and 1197.1 that resulted from Defendant’s alleged failure to include all non-discretionary items  
23 of compensation in the regular rate for the purposes of calculating overtime.  
24

25 NOW, THEREFOR, the Parties in the *Lao Case* hereby stipulate as follows:

26 1. The class action settlement in the *Tran Case* shall not apply to bar Plaintiff and  
27 putative class members’ claims for (1) unpaid wages/overtime under California Labor Code  
28 Sections 510, 558, 1194, 1197, and 1197.1 that resulted from alleged security checks; (2)

1 premium pay for missed meal and rest periods under California Labor Code Sections 226.7 and  
2 512 that resulted from alleged security checks; and (3) unpaid overtime under California Labor  
3 Code Sections 510, 558, 1194, and 1197.1 that resulted from Defendant's alleged miscalculation  
4 of the regular rate of pay based on Defendant's alleged failure to include in the regular rate all  
5 non-discretionary remuneration and/or incentive pay, including without limitation, quarterly  
6 and/or monthly bonuses.

7 IT IS SO STIPULATED.

8 DATED: February 22, 2016

DIVERSITY LAW GROUP, P.C.

9  
10 By: /s/ Larry W. Lee  
11 Larry W. Lee  
12 Attorneys for Plaintiff and the Class

13  
14 DATED: February 22, 2016

MANATT, PHELPS & PHILLIPS, LLP

15  
16 By: /s/ Andrew L. Satenberg  
17 Andrew L. Satenberg  
18 Attorneys for Defendant  
19 H&M HENNES & MAURITZ, L.P.  
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